

STATE OF WISCONSIN

CIRCUIT COURT
FAMILY COURT BRANCH

WALWORTH COUNTY

In re the marriage of:

KATHI J. STEBNITZ,

Case No. 08FA210

Petitioner,

-and-

DANIEL J. STEBNITZ,

Respondent.

FILED
CIRCUIT COURT

JUN 29 2012

MA
CLERK OF COURTS-WALWORTH CO.

AFFIDAVIT OF KATHI J. STEBNITZ

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

KATHI J. STEBNITZ, being first duly sworn on oath, hereby swears and attests to the Court as follows:

1. I am the Petitioner in the above-captioned action.
2. On October 9, 2008, I entered into a Marital Settlement Agreement with the Respondent and was granted a default divorce, which was reduced to a judgment of divorce on November 18, 2008.
3. The Respondent and I had been married since 1981.
4. Pursuant to the terms of the Marital Settlement Agreement, I waived maintenance except to the extent that it was held open for the sole and express purpose of securing the property division payments that the Respondent was supposed to pay me.
5. Pursuant to the terms of the Marital Settlement Agreement, I accepted a property division that was structured to give me financial stability while not requiring the Respondent to liquidate his assets. The cash payments from the Respondent were supposed to total \$310,000 over the course of 10 years.
6. Pursuant to Sec. II, (f) on page 2 of the Marital Settlement Agreement, the structure of the payments was such that the Respondent was to pay two separate payments: for five years one monthly payment in the amount of \$1,353 and concurrently for 10 years another monthly payment of \$2,000, for a total of \$3,353 to me on a monthly basis.
7. Since the divorce, the Respondent has thrice requested that I agree to some other arrangement on the monthly payments, and twice I agreed. True and accurate copies of the agreements are attached hereto as Ex. A.

8. I declined to agree to his most recent request to suspend the Respondent's payments to me, and the Respondent then filed a motion for relief from judgment. That motion remains pending without hearing being scheduled and upon stipulation of the parties the court Ordered the parties to attend financial mediation. No formal agreement was reached.

9. During mediation, we agreed, in part, that the Respondent would allow me to sell his Mustang convertible and apply the proceeds to his obligation; which I did.

10. Since the divorce was final, the Respondent claims that his income has decreased such that he is unable to make any payments to me, but I have reviewed his bank statements and see that he has continued to spend money on restaurants, alcohol, nail salons, and the like. Last year in July he deposited \$13,559 into his bank account, but did not preserve any of those funds for payment of his obligation to me.

11. Since the Respondent filed his motion for relief from judgment, the Respondent claims that he has not received a paycheck as an owner of the business and has sold his share of the business in exchange for a forgiveness of indebtedness. I have been advised that he is now an employee of his former business, but I have not received any property division payments in several months.


12. The Respondent's unfulfilled property division payments to me total \$209,500.

13. I want this Court to ensure that I receive the balance of the unpaid and unfulfilled property division payments as soon as possible.

Dated this 28th day of June, 2012.


Kathi J. Stebnitz

SUBSCRIBED AND SWORN to before
me on this 28th day of June, 2012.


Notary Public, State of Wisconsin
My commission: expires 5/24/15